

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350) >

RATING

PAGE OF

1

78

2. CONTRACT NO.

3. SCREENING INFORMATION
REQUEST NO.

4. TYPE OF SOLICITATION

☒ NEGOTIATED (RFO)

5. DATE ISSUED

6-9-09

6. REQUISITION/PURCHASE NO.

DTFAAC-09-R-00008

(FAA Internal Use Only)

7. ISSUED BY CODE

FAA, AMQ Acquisition Division (AMQ-310)
6500 South MacArthur Boulevard, MPB Bldg, Rm, 321
P.O. Box 25082
Oklahoma City, OK 73125-4931

8. ADDRESS OFFER TO (If other than Item 7)

FAA, Customer Service Desk (AMQ-100)
Multi-Purpose Building, Room 313
6500 South MacArthur Boulevard
Oklahoma City, OK 73169-4933P.O. Box 25082
Oklahoma City, OK 73125-4931Requirements Contract w/ Firm Fixed Price,
Labor Hour & Cost Reimb. CLINS

SOLICITATION

Next Generation Air Transportation System
(NextGen) Initiatives Support Services9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in Room 313, Multi-Purpose Building until 2:00p.m. local time 7-8-09
(Hour) (Date)**NOTE: If offers are hand-carried, additional time should be allowed to access the depository facility due to heightened security requirements.**

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION
CALL: >

A. NAME

Susan L. Eads susan.eads@faa.gov

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(405) 954-8925

11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	32-52
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-21	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	22-23	X	J	LIST OF ATTACHMENTS	52
X	D	PACKAGING AND MARKING	23	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	23	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	53-58
X	F	DELIVERIES OR PERFORMANCE	23-24		L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	58-70
X	G	CONTRACT ADMINISTRATION DATA	24-26	X	M	EVALUATION FACTORS FOR AWARD	71-78
X	H	SPECIAL CONTRACT REQUIREMENTS	26-31				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, AMS Clause No.3.3.1-6) >

10 CALENDAR DAYS

%

20 CALENDAR DAYS

%

30 CALENDAR DAYS

%

CALENDAR DAYS

%

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME
AND
ADDRESS
OF
OFFEROR

CODE

FACILITY

15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

15B. TELEPHONE NO. (Include area code)

15C. CHECK IF REMITTANCE ADDRESS

☐ IS DIFFERENT FROM ABOVE - ENTER
SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

23. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 COPIES UNLESS OTHERWISE SPECIFIED) >

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

FAA, AMQ Contract Management Team (AMQ-340)
6500 South MacArthur Boulevard, MPB Bldg, Rm. 321
P.O. Box 25082
Oklahoma City, OK 73125-4932

25. PAYMENT WILL BE MADE BY

CODE

FAA, Financial Operations Division (AMZ-100)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4304

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

**PART 1 - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE**

BASE YEAR

Services Non-Personal—The contractor shall provide all labor, supervision, project management, travel, materials, equipment, and supplies necessary to provide Next Generation Air Transportation Initiatives Support Services. All Contractor furnished support services shall be in accordance with current applicable laws and regulations. Performance will be conducted within the scope of projected requirements identified in the SOW, and may be ordered by task when requirements generate. This is a Requirements contract type with a combination of Firm Fixed-Price, Labor Hour, and Cost Reimbursement pricing arrangements.

****Estimated labor hours are the same for all positions at 1880. This was derived by taking into consideration 2080 possible hours per year minus 80 Holiday hours, 80 Vacation hours, and 40 Sick hours (2080-240) leaving 1880 total possible hours to use for total estimated proposed price for labor hour CLINS.**

CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0001 - FULL-TIME PROGRAM MGMT Fixed Price (1 each) -- Senior Program Manager Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0002 - FULL-TIME PROJECT MGMT Fixed Price Services in support of CLIN 0001 (1 each) -- Project Manager Located in AWA	12 MONTHS	\$ _____	\$ _____
Note: 1/2 Full time Task Manager will be used for Tasks 5 & 7 portion of work.			
CLIN 0003 - TASK 5 -- AVIATION WEATHER PROGRAM ACTIVITIES Fixed Price Services provided in accordance with the SOW, Para C.5.5. (.50 each) - Task Manager (.50 each) - Administrative Support I (2 each) - Sr. Program Management Analyst Located in AWA	12 MONTHS	\$ _____	\$ _____

CLIN 0004 - TASK 7 -- INTERNATIONAL PROGRAM SUPPORT Fixed Price Services provided in accordance with the SOW, Para C.5.7. (.50 each) - Task Manager (1 each) - Subject Matter Expert IV Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0005 - TRAVEL Cost Reimbursable In accordance with the travel clause in Para H.11 of the contract and the requirements set forth in Para C.10.0 of the SOW.	1 LOT	N/A	\$752,674.74 Gov't Estimate
CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0006 - OTHER DIRECT COSTS Cost Reimbursable Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the SOW shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of the CLINS 0001-0004 & 0007-0008 in strict accordance with the SOW. All support shall be provided in accordance with the SOW, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.	1 LOT	N/A	\$220,000.00 Gov't Estimate
An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.			
BASE YEAR SERVICES Non-Personal	PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE ON-SITE	CENTRAL HOURLY RATE ON-SITE	WESTERN HOURLY RATE ON-SITE
CLIN 0007 -- LABOR - ON SITE RATES			
Project Manager	\$ _____	\$ _____	\$ _____
Task Manager	\$ _____	\$ _____	\$ _____
Administrative Support I	\$ _____	\$ _____	\$ _____
Administrative Support II	\$ _____	\$ _____	\$ _____

Sub-Task Lead	\$	\$	\$
Project Control Analyst	\$	\$	\$
Financial Analyst	\$	\$	\$
Senior Technical Writer	\$	\$	\$
Technical Writer	\$	\$	\$
Graphics Illustration Specialist	\$	\$	\$
Program Support	\$	\$	\$
Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.

BASE YEAR SERVICES Non-Personal	PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE OFF-SITE	CENTRAL HOURLY RATE OFF-SITE	WESTERN HOURLY RATE OFF-SITE
CLIN 0008 -- LABOR - OFF SITE RATES			
Project Manager	\$	\$	\$
Task Manager	\$	\$	\$
Administrative Support I	\$	\$	\$
Administrative Support II	\$	\$	\$
Sub-Task Lead	\$	\$	\$
Project Control Analyst	\$	\$	\$
Financial Analyst	\$	\$	\$
Senior Technical Writer	\$	\$	\$
Technical Writer	\$	\$	\$
Graphics Illustration Specialist	\$	\$	\$

Program Support	\$	\$	\$
Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

TOTAL ESTIMATED AMOUNT FOR BASE YEAR: \$ _____

**PART 1 - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE**

OPTION YEAR 1

Services Non-Personal--The contractor shall provide all labor, supervision, project management, travel, materials, equipment, and supplies necessary to provide Next Generation Air Transportation Initiatives Support Services. All Contractor furnished support services shall be in accordance with current applicable laws and regulations. Performance will be conducted within the scope of projected requirements identified in the SOW, and may be ordered by task when requirements generate. This is a Requirements contract type with a combination of Firm Fixed-Price, Labor , and Cost Reimbursement pricing arrangements.

****Estimated labor hours are the same for all positions at 1880. This was derived by taking into consideration 2080 possible hours per year minus 80 Holiday hours, 80 Vacation hours, and 40 Sick hours (2080-240) leaving 1880 total possible hours to use for total estimated proposed price for labor hour CLINS.**

CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0009 - FULL-TIME PROGRAM MGMT Fixed Price (1 each) -- Senior Program Manager Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0010 - FULL-TIME PROJECT MGMT Fixed Price Services in support of CLIN 0009 (1 each) -- Project Manager Located in AWA	12 MONTHS	\$ _____	\$ _____
Note: 1/2 Full time Task Manager will be used for Tasks 5 & 7 portion of work.			
CLIN 0011 - TASK 5 -- AVIATION WEATHER PROGRAM ACTIVITIES Fixed Price Services provided in accordance with the SOW, Para C.5.5. (.50 each) - Task Manager (.50 each) - Administrative Support I (2 each) - Sr. Program Management Analyst Located in AWA	12 MONTHS	\$ _____	\$ _____

CLIN 0012 - TASK 7 -- INTERNATIONAL PROGRAM SUPPORT Fixed Price Services provided in accordance with the SOW, Para C.5.7. (.50 each) - Task Manager (1 each) - Subject Matter Expert IV Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0013 - TRAVEL Cost Reimbursable In accordance with the travel clause in Para H.11 of the contract and the requirements set forth in Para C.10.0 of the SOW.	1 LOT	N/A	<u>\$841,331.34</u> Gov't Estimate

CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0014 - OTHER DIRECT COSTS Cost Reimbursable Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the SOW shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of the CLINS 0009-0012 & 0015-0016 in strict accordance with the SOW. All support shall be provided in accordance with the SOW, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.	1 LOT	N/A	<u>\$220,000.00</u> Gov't Estimate

An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.

OPTION YEAR 1 SERVICES Non-Personal	PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE ON-SITE	CENTRAL HOURLY RATE ON-SITE	WESTERN HOURLY RATE ON-SITE
CLIN 0015 -- LABOR - ON SITE RATES			
Project Manager	\$ _____	\$ _____	\$ _____
Task Manager	\$ _____	\$ _____	\$ _____
Administrative Support I	\$ _____	\$ _____	\$ _____
Administrative Support II	\$ _____	\$ _____	\$ _____

Sub-Task Lead	\$	\$	\$
Project Control Analyst	\$	\$	\$
Financial Analyst	\$	\$	\$
Senior Technical Writer	\$	\$	\$
Technical Writer	\$	\$	\$
Graphics Illustration Specialist	\$	\$	\$
Program Support	\$	\$	\$
Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes Atlanta, GA, Atlantic City, NJ, Boston, MA, New York City, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Chicago, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Los Angeles, CA, Seattle, WA, and Anchorage, AK.

OPTION YEAR 1 SERVICES Non-Personal		PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN		EASTERN HOURLY RATE OFF-SITE	CENTRAL HOURLY RATE OFF-SITE	WESTERN HOURLY RATE OFF-SITE
CLIN 0016 -- LABOR - OFF SITE RATES		\$	\$	\$
Project Manager		\$	\$	\$
Task Manager		\$	\$	\$
Administrative Support I		\$	\$	\$
Administrative Support II		\$	\$	\$
Sub-Task Lead		\$	\$	\$
Project Control Analyst		\$	\$	\$
Financial Analyst		\$	\$	\$
Senior Technical Writer		\$	\$	\$
Technical Writer		\$	\$	\$
Graphics Illustration Specialist		\$	\$	\$
Program Support		\$	\$	\$

Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 1: \$ _____

**PART 1 - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE**

OPTION YEAR 2

Services Non-Personal--The contractor shall provide all labor, supervision, project management, travel, materials, equipment, and supplies necessary to provide Next Generation Air Transportation Initiatives Support Services. All Contractor furnished support services shall be in accordance with current applicable laws and regulations. Performance will be conducted within the scope of projected requirements identified in the SOW, and may be ordered by task when requirements generate. This is a Requirements contract type with a combination of Firm Fixed-Price, Labor Hour, and Cost Reimbursement pricing arrangements.

****Estimated labor hours are the same for all positions at 1880. This was derived by taking into consideration 2080 possible hours per year minus 80 Holiday hours, 80 Vacation hours, and 40 Sick hours (2080-240) leaving 1880 total possible hours to use for total estimated proposed price for labor hour CLINS.**

CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0017 - FULL-TIME PROGRAM MGMT Fixed Price (1 each) -- Senior Program Manager Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0018 - FULL-TIME PROJECT MGMT Fixed Price Services in support of CLIN 0017 (1 each) -- Project Manager Located in AWA	12 MONTHS	\$ _____	\$ _____
Note: 1/2 Full time Task Manager will be used for Tasks 5 & 7 portion of work.			
CLIN 0019 - TASK 5 -- AVIATION WEATHER PROGRAM ACTIVITIES Fixed Price Services provided in accordance with the SOW, Para C.5.5. (.50 each) - Task Manager (.50 each) - Administrative Support I (2 each) - Sr. Program Management Analyst Located in AWA	12 MONTHS	\$ _____	\$ _____

CLIN 0020 - TASK 7 -- INTERNATIONAL PROGRAM SUPPORT Fixed Price Services provided in accordance with the SOW, Para C.5.7. (.50 each) - Task Manager (1 each) - Subject Matter Expert IV Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0021 - TRAVEL Cost Reimbursable In accordance with the travel clause in Para H.11 of the contract and the requirements set forth in Para C.10.0 of the SOW.	1 LOT	N/A	<u>\$915,156.48</u> Gov't Estimate
CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0022 - OTHER DIRECT COSTS Cost Reimbursable Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the SOW shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of the CLINS 0017-0020 & 0023-0024 in strict accordance with the SOW. All support shall be provided in accordance with the SOW, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.	1 LOT	N/A	<u>\$220,000.00</u> Gov't Estimate
An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.			
OPTION YEAR 2 SERVICES Non-Personal	PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE ON-SITE	CENTRAL HOURLY RATE ON-SITE	WESTERN HOURLY RATE ON-SITE
CLIN 0023 -- LABOR - ON SITE RATES			
Project Manager	\$	\$	\$
Task Manager	\$	\$	\$
Administrative Support I	\$	\$	\$

Administrative Support II	\$	\$	\$
Sub-Task Lead	\$	\$	\$
Project Control Analyst	\$	\$	\$
Financial Analyst	\$	\$	\$
Senior Technical Writer	\$	\$	\$
Technical Writer	\$	\$	\$
Graphics Illustration Specialist	\$	\$	\$
Program Support	\$	\$	\$
Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.

OPTION YEAR 2 SERVICES Non-Personal	PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE OFF-SITE	CENTRAL HOURLY RATE OFF-SITE	WESTERN HOURLY RATE OFF-SITE
CLIN 0024 -- LABOR - OFF SITE RATES			
Project Manager	\$	\$	\$
Task Manager	\$	\$	\$
Administrative Support I	\$	\$	\$
Administrative Support II	\$	\$	\$
Sub-Task Lead	\$	\$	\$
Project Control Analyst	\$	\$	\$
Financial Analyst	\$	\$	\$
Senior Technical Writer	\$	\$	\$
Technical Writer	\$	\$	\$
Graphics Illustration Specialist	\$	\$	\$

Program Support	\$	\$	\$
Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2: \$ _____

**PART 1 - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE**

OPTION YEAR 3

Services Non-Personal--The contractor shall provide all labor, supervision, project management, travel, materials, equipment, and supplies necessary to provide Next Generation Air Transportation Initiatives Support Services. All Contractor furnished support services shall be in accordance with current applicable laws and regulations. Performance will be conducted within the scope of projected requirements identified in the SOW, and may be ordered by task when requirements generate. This is a Requirements contract type with a combination of Firm Fixed-Price, Labor Hour, and Cost Reimbursement pricing arrangements.

****Estimated labor hours are the same for all positions at 1880. This was derived by taking into consideration 2080 possible hours per year minus 80 Holiday hours, 80 Vacation hours, and 40 Sick hours (2080-240) leaving 1880 total possible hours to use for total estimated proposed price for labor hour CLINS.**

CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0025 - FULL-TIME PROGRAM MGMT			
Fixed Price			
(1 each) -- Senior Program Manager	12 MONTHS	\$ _____	\$ _____
Located in AWA			
CLIN 0026 - FULL-TIME PROJECT MGMT			
Fixed Price			
Services in support of CLIN 0025			
(1 each) -- Project Manager	12 MONTHS	\$ _____	\$ _____
Located in AWA			
Note: 1/2 Full time Task Manager will be used for Tasks 5 & 7 portion of work.			
CLIN 0027 - TASK 5 -- AVIATION WEATHER PROGRAM ACTIVITIES			
Fixed Price			
Services provided in accordance with the SOW, Para C.5.5.			
(.50 each) - Task Manager (.50 each) - Administrative Support I (2 each) - Sr. Program Management Analyst	12 MONTHS	\$ _____	\$ _____
Located in AWA			

CLIN 0028 - TASK 7 -- INTERNATIONAL PROGRAM SUPPORT Fixed Price Services provided in accordance with the SOW, Para C.5.7. (.50 each) - Task Manager (1 each) - Subject Matter Expert IV Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0029 - TRAVEL Cost Reimbursable In accordance with the travel clause in Para H.11 of the contract and the requirements set forth in Para C.10.0 of the SOW.	1 LOT	N/A	<u>\$995,550.08</u> Gov't Estimate

CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0030 - OTHER DIRECT COSTS Cost Reimbursable Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the SOW shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of the CLINS 0025-0028 & 0031-0032 in strict accordance with the SOW. All support shall be provided in accordance with the SOW, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.	1 LOT	N/A	<u>\$220,000.00</u> Gov't Estimate

An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.

OPTION YEAR 3 SERVICES Non-Personal	PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE ON-SITE	CENTRAL HOURLY RATE ON-SITE	WESTERN HOURLY RATE ON-SITE
CLIN 0031 -- LABOR - ON SITE RATES			
Project Manager	\$ _____	\$ _____	\$ _____
Task Manager	\$ _____	\$ _____	\$ _____
Administrative Support I	\$ _____	\$ _____	\$ _____
Administrative Support II	\$ _____	\$ _____	\$ _____

Sub-Task Lead	\$	\$	\$
Project Control Analyst	\$	\$	\$
Financial Analyst	\$	\$	\$
Senior Technical Writer	\$	\$	\$
Technical Writer	\$	\$	\$
Graphics Illustration Specialist	\$	\$	\$
Program Support	\$	\$	\$
Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.

OPTION YEAR 3 SERVICES Non-Personal		PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE OFF-SITE	CENTRAL HOURLY RATE OFF-SITE	WESTERN HOURLY RATE OFF-SITE	
CLIN 0032 -- LABOR - OFF SITE RATES	\$	\$	\$	
Project Manager	\$	\$	\$	
Task Manager	\$	\$	\$	
Administrative Support I	\$	\$	\$	
Administrative Support II	\$	\$	\$	
Sub-Task Lead	\$	\$	\$	
Project Control Analyst	\$	\$	\$	
Financial Analyst	\$	\$	\$	
Senior Technical Writer	\$	\$	\$	
Technical Writer	\$	\$	\$	
Graphics Illustration Specialist	\$	\$	\$	
Program Support	\$	\$	\$	

Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 3: \$ _____

**PART 1 - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE**

OPTION YEAR 4

Services Non-Personal--The contractor shall provide all labor, supervision, project management, travel, materials, equipment, and supplies necessary to provide Next Generation Air Transportation Initiatives Support Services. All Contractor furnished support services shall be in accordance with current applicable laws and regulations. Performance will be conducted within the scope of projected requirements identified in the SOW, and may be ordered by task when requirements generate. This is a Requirements contract type with a combination of Firm Fixed-Price, Labor Hour, and Cost Reimbursement pricing arrangements.

****Estimated labor hours are the same for all positions at 1880. This was derived by taking into consideration 2080 possible hours per year minus 80 Holiday hours, 80 Vacation hours, and 40 Sick hours (2080-240) leaving 1880 total possible hours to use for total estimated proposed price for labor hour CLINS.**

CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0033 - FULL-TIME PROGRAM MGMT Fixed Price (1 each) -- Senior Program Manager Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0034 - FULL-TIME PROJECT MGMT Fixed Price Services in support of CLIN 0033 (1 each) -- Project Manager Located in AWA	12 MONTHS	\$ _____	\$ _____
Note: 1/2 Full time Task Manager will be used for Tasks 5 & 7 portion of work.			
CLIN 0035 - TASK 5 -- AVIATION WEATHER PROGRAM ACTIVITIES Fixed Price Services provided in accordance with the SOW, Para C.5.5. (.50 each) - Task Manager (.50 each) - Administrative Support I (2 each) - Sr. Program Management Analyst Located in AWA	12 MONTHS	\$ _____	\$ _____

CLIN 0036 - TASK 7 -- INTERNATIONAL PROGRAM SUPPORT Fixed Price Services provided in accordance with the SOW, Para C.5.7. (.50 each) - Task Manager (1 each) - Subject Matter Expert IV Located in AWA	12 MONTHS	\$ _____	\$ _____
CLIN 0037 - TRAVEL Cost Reimbursable In accordance with the travel clause in Para H.11 of the contract and the requirements set forth in Para C.10.0 of the SOW.	1 LOT	N/A	<u>\$1,067,423.13</u> Gov't Estimate

CLIN	QUANTITY	UNIT PRICE	TOTAL
CLIN 0038 - OTHER DIRECT COSTS Cost Reimbursable Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the SOW shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of the CLINS 0033-0036 & 0039-0040 in strict accordance with the SOW. All support shall be provided in accordance with the SOW, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.	1 LOT	N/A	<u>\$220,000.00</u> Gov't Estimate

An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.

OPTION YEAR 4 SERVICES Non-Personal	PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE ON-SITE	CENTRAL HOURLY RATE ON-SITE	WESTERN HOURLY RATE ON-SITE
CLIN 0039 -- LABOR - ON SITE RATES			
Project Manager	\$	\$	\$
Task Manager	\$	\$	\$
Administrative Support I	\$	\$	\$
Administrative Support II	\$	\$	\$

Sub-Task Lead	\$	\$	\$
Project Control Analyst	\$	\$	\$
Financial Analyst	\$	\$	\$
Senior Technical Writer	\$	\$	\$
Technical Writer	\$	\$	\$
Graphics Illustration Specialist	\$	\$	\$
Program Support	\$	\$	\$
Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

An hourly composite rate is to be proposed for each of the Service Regions for the different levels of job categories. The Eastern Service Area includes College Park, GA, Burlington, MA, Jamaica, NY, and Washington, D.C. The Central Service Area includes Kansas City, MO, Des Plaines, IL, Oklahoma City, OK, and Fort Worth, TX. The Western Service Area includes Lawndale, CA, Renton, WA, and Anchorage, AK.

OPTION YEAR 4 SERVICES Non-Personal		PPOPOSED COMPOSITE HOURLY RATES PER SERVICE AREA		
CLIN	EASTERN HOURLY RATE OFF-SITE	CENTRAL HOURLY RATE OFF-SITE	WESTERN HOURLY RATE OFF-SITE	
CLIN 0040 -- LABOR - OFF SITE RATES				
Project Manager	\$	\$	\$	
Task Manager	\$	\$	\$	
Administrative Support I	\$	\$	\$	
Administrative Support II	\$	\$	\$	
Sub-Task Lead	\$	\$	\$	
Project Control Analyst	\$	\$	\$	
Financial Analyst	\$	\$	\$	
Senior Technical Writer	\$	\$	\$	
Technical Writer	\$	\$	\$	
Graphics Illustration Specialist	\$	\$	\$	
Program Support	\$	\$	\$	

Subject Matter Expert I	\$	\$	\$
Subject Matter Expert II	\$	\$	\$
Subject Matter Expert III	\$	\$	\$
Subject Matter Expert IV	\$	\$	\$
Human Factors Specialist	\$	\$	\$
Senior Regulatory Analyst	\$	\$	\$
Senior Aviation Analyst I	\$	\$	\$
Senior Aviation Analyst II	\$	\$	\$
Senior Aviation Analyst III	\$	\$	\$
Mid-Level Aviation Analyst	\$	\$	\$
Aviation Analyst	\$	\$	\$
Senior Program Management Analyst	\$	\$	\$
Program Management Analyst	\$	\$	\$
System Safety Analyst	\$	\$	\$
System Safety Project Manager	\$	\$	\$
Senior Systems Engineer	\$	\$	\$
All Weather Operations Subject Matter Expert	\$	\$	\$
Operations Environmental Specialist	\$	\$	\$

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 4: \$ _____

TOTAL ESTIMATED AMOUNT FOR BASE YEAR AND ALL OPTION YEARS: \$ _____

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

(a) The contractor shall provide all labor, supervision, project management, travel, materials, equipment, transportation, incidentals, and supplies necessary to provide NEXTGEN SUPPORT SERVICES as identified in the attached Statement of Work (SOW), June 4, 2009.

(b) The services required under this contract will be ordered by "Delivery/Task Orders" signed and issued by the Contracting Officer. All fixed price(s) shall represent the composite price including direct and indirect labor, indirect materials, overhead, G&A, and profit/fee. Travel expenses that are designated as cost reimbursable shall represent the allowable actual cost at the time of billing.

(c) The contractor shall be responsible for all on-site management and supervision of this contract. The contractor shall furnish all key personnel as part of the fixed price to include the Full Time Program Management, Full Time Project Management, Task Manager's and any other positions necessary to successfully deliver full time program management and full time project management. Charges for personnel that are not directly related to a delivery order shall not be charged direct to the contract.

(d) The Senior Program Manager is responsible for supervision of all contract personnel associated with this contract. Contract management shall include day-to-day supervision of contract employees including but not limited to work assignments, leave, payroll records, etc. The Project Manager shall identify in writing to the CO or designated representation all delegations of authority. At no time will Government personnel supervise contract employees.

(e) The on-site Contract Management staff shall be provided suitable space at the various locations identified in Attachment 2 of this SIR. Government Furnished Property and facility space is described in the SOW.

(f) The SOW and appendices for this requirement are included as attachments to this document as listed in Section J, List of Attachments.

C.2 PHASE OUT

In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. Reporting of the current status may be necessary for transition or closeout of delivery orders. In transition, the incumbent contractor is expected to allow the successor access to incumbent employees and allow distribution of the successor's recruitment notice.

C.3 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE CLA 4548 (SEP 2001)

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements with the Contracting Officer, contractor personnel may be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on

emergency procedures may be requested from the Contracting Officer's Technical Representative (COTR) or a designated FAA contact point at the work site.

PART I - SECTION D - PACKAGING AND MARKING

Not Applicable

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled .

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)

3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

Place of performance will be in accordance with Attachment 2, titled Position Locations.

F.2 PERFORMANCE

Performance completion dates will be specified on individual delivery/task orders(s) issued hereunder.

F.3 DELIVERY OF MATERIALS (Applicable to Project Management and Reports)

The Contractor shall deliver material including but not limited to original work papers, notes and drafts, printed materials, and pamphlets developed in support of the work performed. The delivery date for materials, publications etc. shall be established as "after receipt of order "(days) from the date of written task order by the Contracting Officer or the COTR. This material is considered "subject data" in accordance with the provisions of the AMS clause 3.5-13 entitled "Rights in Data— General".

F.4 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications

shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.5 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 year from the effective date of the award, plus four (4) one-year options periods may be exercised at the sole discretion of the Government.

3.10.1-9/alt1 Stop-Work Order Alternate I (October 1996)

If this clause is inserted in a cost-reimbursement contract, substitute in subparagraph (a)(2) "termination clause" for "termination for default or termination for convenience clause" and in paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

3.10.1-24 Notice of Delay (November 1997)

3.11-34 F.O.B. Destination (April 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135R

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, and/or (2) those items of supplies furnished, and/or (3) travel expenses.

(b) The vendor shall complete the coversheet provided to include the contract number, and applicable task/delivery order number. In addition, the following level of information is to be attached per the type of contract (order):

- (1) Level 1: Summary sheet only as follows:
 - (i) Project title and description

- (ii) Current amount invoiced and the cumulative value of all invoices to date by CLIN.
 - (iii) Total Labor for this invoice and the cumulative value of all labor invoiced to date.
 - (iv) Total Travel and the cumulative value of all travel invoiced to date.
 - (v) Total ODC and the cumulative value of all ODC invoiced to date.
 - (vi) Total Other (as required) and the cumulative value of all Other invoiced to date.
 - (2) Level 2: Details supporting the information shown on Level 1 as follows:
 - (i) Labor listed by person, category, hours, rates, and amounts.
 - (ii) Travel breakdown of all actual travel and per diem expenses by trip and employee name and project (if multiple).
 - (iii) ODC split-out by employee, project, type and/or items purchased.
 - (3) Level 3: Back up documentation as follows:
 - (i) Receipts (travel, equipment purchases, etc.)
- (c) The following additional data must be submitted with the final invoice regardless of contract type:
- (1) Contractor's assignment of refund, rebates, and credits.
 - (2) Contractor's release.
- (d) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.
- (e) Below are some examples of the contract (order) types and the level of information required to be attached for that contract (order) type. For those not listed here, please refer to the individual contract (order) for specific instructions.

- | | |
|---------------------------------------|---------------|
| (1) Firm-Fixed Price: | Level 1. |
| (2) Time-and-Material and Labor-Hour: | Levels 1 – 3. |
| (3) Cost Reimbursable: | Levels 1 – 3. |
| (4) IDIQ or ID/Reqmts: | Levels 1 – 3. |

(f) Payment Address:

- (1) The original to:
 - FAA, Mike Monroney Aeronautical Center
 - Financial Operations Division, AMZ-100
 - P.O. Box 25710
 - Oklahoma City, OK 73169-4913
- (2) One copy to the FAA Contracting Officer Technical Representative (COTR)
 - FAA, Mike Monroney Aeronautical Center
 - AFS-405A, STB Annex, BLDG 26, RM 332
 - Oklahoma City, OK 73125
- (3) One copy to:
 - FAA, Mike Monroney Aeronautical Center
 - Aviation, Medical & Training Division, AMQ-340
 - P.O. Box 25082
 - Oklahoma City, OK 73125

G.4 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide the not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.5 GOVERNMENT PROPERTY REPORTS (JAN 1997)

CLA.4528

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

G.6 WAIVER OF WITHHOLDING (SEP 2001)

CLA.4546

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DELIVERY ORDER NOT-TO-EXCEED PRICE

A Delivery Order will be issued to identify the required performance period for Contract Line Item Number(s), cost estimates or price(s), and funding obligations in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed (NTE) estimate in total dollars for CLINS that are other than Firm Fixed Price. Fixed Price CLINs will be limited to the established Total Fixed Price.

H.2 DELIVERY/TASK ORDER PROCESSING

(a) A Delivery/Task Order will be issued identifying the schedule for services required for each CLIN. The schedules may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks according to the schedules. Only the CO or designated Contracting Officer's Technical Representative (COTR) may authorize deviation from the delivery order schedules.

(b) Delivery/Task orders will be issued upon completion of the following sequence of actions.

(1) The FAA will formally issue the Delivery/Task Order with signature by the Contracting Officer or designated representative, and date. Each delivery order will contain the following information:

- (i) An appropriate reference to the Contract, delivery/task order number, and task number.
- (ii) A description of the services to be performed
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Scheduled deliveries.
- (v) Ceiling price.

(c) Delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a Task Order, with a copy of the Requirements Schedule, directing the contractor to proceed with performance of the work specified. Each Task Order will specify a ceiling price and the contractor will proceed with performance of the work required by the Task Order. The contractor shall submit a task proposal within 7 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, discussions will be conducted to confirm available support, schedule, and establish an agreed upon ceiling price.

(e) Any requirement issued during period of performance identified on the Contract Delivery Order, and not completed within that period, shall be completed by the contractor within the time specified in the Delivery Order. The rights and obligations of the contractor and the Government respecting that Delivery Order shall be governed by the terms of this contract as fully and to the same extent as if completed during the effective term of this contract.

H.3 STAFFING/RESOURCE UTILIZATION

The Contractor shall assure that all persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty or upward salary adjustment resulting from the Contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for the purposes of reimbursement under this contract.

H.4 LIMITATION OF GOVERNMENT'S OBLIGATION -- ALLOTMENT OF FUNDS

(a) The Government shall not be obligated to pay the contractor any amount in excess of the amount set forth in each delivery order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each delivery order unless and until the Contracting Officer has notified the contractor in writing that such amount has been increased and shall have specified in such notice a revised amount which shall thereupon constitute the Not-to-Exceed Ceiling for performance of the delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time whenever it is expected that costs to be incurred within the succeeding *thirty (30) days will exceed 75 percent (75%)* of the amount stated in the Delivery Order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each Task Order will be substantially greater or less than ceiling amount of the Task Order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery order by an Administrative "Modification of Delivery Order" on a unilateral basis to the respective Delivery Order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.5 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer (CO). Two copies of any material proposed for publication or distributed shall be submitted to the CO.

H.6 PERSONAL SERVICES

No personal services shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the applicable employee supervisor (site supervisor). If the contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The contractor shall not perform any inherently governmental function/actions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to change the contract in any way and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer. The contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.7 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment

shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

Labor Category	Actual Labor Rate Paid	Hours Worked	Total Labor Dollars
Contract Skill I	Employee A - \$22.00	100	\$2,200.00
	Employee B - \$20.00	100	\$2,000.00
	Employee C - \$19.00	100	\$1,900.00
	Employee D - \$19.50	<u>100</u>	<u>\$1,950.00</u>
Invoice Total		400	\$8,050.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>\$79,950.00</u>
Cumulative Total		<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00

Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00	100	\$1,800.00
	Employee H - \$19.00	100	\$1,900.00
	Employee J - \$18.50	<u>100</u>	<u>\$1,850.00</u>
Invoice Total		300	\$5,550.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>\$74,400.00</u>
Cumulative Total		<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average $\$79,950 / 4,300 \text{ hours} = \18.59

Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment

Skill I

Wage ratio 93% ($\$20.00/\21.50), Variance 7% (100%-93%),
Adjustment 5% (98%-93%)

Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% (100%-99%),
Adjustment 0% (98%-99%)

Credit to Government \$-0- ($\$137,600 \times 0\%$)

**H.8 CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)**

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.9 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved, and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

**H.10 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998)**

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where

the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.11 NOTICE OF CONTRACTOR TESTIMONY (September 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.12 PERSONNEL AND SUPERVISION (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.13 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK (SEPTEMBER 2006)**

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

I.1 CEILING PRICE (JAN 1997) CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.3 LIABILITY INSURANCE (JAN 1997) CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance—Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

Certificate Holder Address
FAA, Contract Management Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and

must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with

subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Delivery orders may be issued from the date of contract award for one (1) year thereafter unless extended by exercise of options extending the period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed (electronically), a delivery order or task order is considered "issued" when the Government deposits the order in the mail (or transmits electronically). Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information -Modifications (July 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general

public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

3.2.4-16 Ordering

(October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Delivery orders may be issued from the date of contract award for one (1) year thereafter unless extended by exercise of options extending the period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed (electronically), a delivery order or task order is considered "issued" when the Government deposits the order in the mail (or transmits electronically). Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-19 Requirements

(October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) Years and six (6) months.

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee

shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The

Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was

incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

3.6.2-29 Statement of Equivalent Rates for Federal Hires

(April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

<u>Employee class</u>	<u>Wage Determination Equiv</u>	<u>Monetary Wage-Fringe Benefits</u>
Admin Support II	Administrative Assistant	\$28.55
Admin Support I	Secretary II	\$19.70
Senior Technical Writer	Technical Writer III	\$32.31
Technical Writer	Technical Writer II	\$26.70
Graphics Illstr. Specialist	Graphic Artist	\$26.80

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or

purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.6.2-39 Trafficking in Persons

(January 2008)

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
- (ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or
- (ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

- (1) Any information it receives that alleges an employee or subcontractor employee has engaged in

conduct that violates this policy; and

(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

(1) Required removal of a contractor or subcontractor employee from the performance of the contract;

(2) Suspension of contract payments;

(3) Loss of award fee for the period of noncompliance;

(4) Termination for default; or

(5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

3.8.2-17 Key Personnel and Facilities

(July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Senior Program Manager	_____
Project Manager	_____
Task Project Manager	_____
_____	_____

3.8.2-22 Substitution or Addition of Personnel

(October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 45 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

3.14-1 Security Requirements-Classified Contracts

(July 2002)

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an FAA owned or FAA leased facility, it shall comply with the security requirements of the FAA.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

3.14-2 Contractor Personnel Suitability Requirements

(January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8

pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
Senior Program Manager	5
Project Manager	5
Task Manager	5
Administrative Support II	5
Administrative Support I	5
Sub-Task Lead	5
Project Control Analyst	5
Financial Analyst	5
Senior Technical Writer	5
Technical Writer	5
Graphics Illustration Specialist	5
Program Support	5
Subject Matter Expert IV	5
Subject Matter Expert III	5
Subject Matter Expert II	5
Subject Matter Expert I	5
Human Factors Specialist	5
Senior Regulatory Analyst	5
Senior Aviation Analyst III	5
Senior Aviation Analyst II	5
Senior Aviation Analyst I	5
Mid-Level Aviation Analyst	5

Aviation Analyst	5
Senior Program Management Analyst	5
Program Management Analyst	5
System Safety Analyst	5
System Safety Project Manager	5
Senior Systems Engineer	5
Operations Environmental Specialist	5
All Weather Operations Subject Matter Expert	5

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and

- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center, ATTN: AMC-700 SSE, 6500 S. MacArthur Blvd., OKC, OK 73169)

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the

CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200.00 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the

neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

3.14-5 Sensitive Unclassified Information (SUI) (July 2008)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

(1) FedBizOpps can be found at www.fbo.gov.

(2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.

(3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.

(4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR (www.ccr.gov) prior to seeking access to SUI through FedBizOpps.

(5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

AMS CLAUSE NUMBER	TITLE OF CLAUSE	DATE
3.1.7-2	Organizational Conflict of Interest	August 1997
3.1.8-1	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity	September 2000
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity	September 2000
3.2.2.3-33	Order of Precedence	July 2004
3.2.2.7-6	Protecting the Government's Interest when subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	April 1996
3.2.2.7-8	Disclosure of Team Arrangements	April 2008
3.2.4-5	Allowable Cost and Payment	April 2001
3.2.4-34	Option to Extend Services	April 1996
3.2.5-1	Officials Not to Benefit	April 1996
3.2.5-3	Gratuities or Gifts	January 1999
3.2.5-4	Contingent Fees	October 1996
3.2.5-5	Anti-Kickback Procedures	October 1996
3.2.5-6	Restrictions on Subcontractor Sales to FAA	April 1996
3.2.5-6 Alt I	Restrictions on Subcontractor Sales to the FAA Alternate I	April 1996
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions	June 1999
3.2.5-8	Whistleblower Protection for Contractor Employees	April 1996
3.2.5-13	Contractor Code of Business Ethics and Conduct	July 2008
3.2.5-14	Display of Hotline Poster(s)	April 2008
3.3.1-1	Payments	April 1996
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts	April 2001
3.3.1-5 Alt I	Payments under Time-and-Materials and Labor-Hour Contracts	April 2001
3.3.1-6	Discounts for Prompt Payment	April 1996

3.3.1-7	Limitation on Withholding of Payments	April 1996
3.3.1-8	Extras	April 1996
3.3.1-10	Availability of Funds	April 1996
3.3.1-15	Assignment of Claims	April 1996
3.3.1-17	Prompt Payment	January 2008
3.3.2-1	FAA Cost Principles	October 1996
3.4.1-10	Insurance – Work on a Government Installation	July 1996
3.4.1-12	Insurance	July 1996
3.4.1-13	Errors and Omissions	July 1996
3.4.2-6	Taxes – Contracts Performed in U.S. Possessions or Puerto Rico	October 1996
3.4.2-8	Federal, State, and Local Taxes – Fixed Price Contract	April 1996
3.5-1	Authorization and Consent	January 2009
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement	January 2009
3.5-13	Rights in Data – General	January 2009
3.5-16	Rights in Data – Special Works	January 2009
3.6.1-3	Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns	September 2001
3.6.1-4	Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan	April 2007
3.6.1-9	Mentor Protégé Program	October 2006
3.6.1-11	Mentor Requirements and Evaluation	October 2006
3.6.2-2	Convict Labor	April 1996
3.6.2-9	Equal Opportunity	August 1998
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans	April 2007
3.6.2-13	Affirmative Action for Workers With Disabilities	April 2000
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era	April 2007
3.6.2-16	Notice to the Government of Labor Disputes	April 1996
3.6.2-28	Service Contract of 1965, as Amended	April 1996
3.6.2-30	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year & Option Contracts)	April 1996
3.6.2-35	Prevention of Sexual Harassment	August 1998
3.6.3-7	Waste Reduction Program	July 2008
3.6.3-16	Drug Free Workplace	January 2004
3.6.4-2	Buy American Act-Supplies	July 1996
3.6.4-10	Restrictions on Certain Foreign Purchases	April 1996
3.7-1	Privacy Act Notification	October 1996
3.8.2-9	Site Visit	April 1996
3.8.2-10	Protection of Government buildings, Equipment, and Vegetation	April 1996
3.8.2-11	Continuity of Services	April 1996
3.8.4-5	Government Supply Sources	April 1996
3.9.1-1	Contract Disputes	November 2002
3.9.1-2	Protest After Award	August 1997

3.10.1-7	Bankruptcy	April 1996
3.10.1-12	Changes—Fixed-Price	April 1996
3.10.1-12 Alt II	Changes—Fixed-Price Alternate II	April 1996
3.10.1-13	Changes—Cost-Reimbursement	April 1996
3.10.1-13 Alt I	Changes—Cost-Reimbursement Alternate I	April 1996
3.10.1-14	Changes—Time and Materials or Labor Hours	April 1996
3.10.1-25	Novation and Change-of-Name Agreements	October 2007
3.10.2-1	Subcontracts (Fixed-Price Contracts)	April 1996
3.10.2-3	Subcontracts (Time-and-Materials and Labor Hour Contracts)	April 1996
3.10.3-1	Definitions	April 2004
3.10.3-2	Government Property Basic Clause	April 2004
3.10.6-1	Termination for Convenience of the Government (Fixed Price)	October 1996
3.10.6-3	Termination (Cost-Reimbursement)	October 1996
3.10.6-3 Alt IV	Termination (Cost-Reimbursement) Alternate IV	October 1996
3.10.6-4	Default (Fixed-Price Supply and Service)	October 1996
3.10.6-7	Excusable Delays	October 1996
3.13-5	Seat Belt Use by Contractor Employees	January 1999
3.13-10	Contractor Attendance at FAA Sponsored Training	January 2003
3.13-11	Plain Language	July 2006
3.14-3	Foreign Nationals as Contractor Employees	April 2008

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work (SOW)	June 4, 2009	26
2	Positions/Locations	June 8, 2009	1
3	Business Declaration Form		1
4	Wage Determination 2005-2103 Rev 8	May 26, 2009	10

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.
- (2) The small business size standard is \$7.0M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 0 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 Certification of Contractor Conformance to the MMAC Environmental Management System (EMS) (JULY 2008) CLA.4560

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS as required by Clause 0090, Environmental, Safety, and Health Program.

Authorized Representative: _____
Company Name: _____
Date: _____

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____,
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other
_____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization,
☐ a joint venture, or ☐ a corporation, registered for business in

(country)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____
Title: _____
Phone number: _____

3.2.2.3-35 Annual Representations and Certifications

(July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer; except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

3.2.2.3-76 Representation- Release of Contract Information

(July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

3.2.2.7-7 Certification Regarding Responsibility Matters

(February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil

judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.5-14 Representation of Limited Rights Data and Restricted Computer Software (October 1996)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)–

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will–

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.6.2-6 Previous Contracts and Compliance Reports

(April 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 Affirmative Action Compliance

(April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1 Information and Considerations affecting Offeror Proposal Submissions:

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). This requirement is being issued under full and open competitive procedures. The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO), Susan L. Eads, is the sole point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR/RFP or email susan.eads@faa.gov. DO NOT CONTACT THE PROGRAM OFFICE AT ANY TIME FOR ANY REASON. Doing so could put your company at risk to be eliminated from the competition.

(c) A "best value" source selection will be conducted for delivery of Next Generation Air Transportation System (NextGen) Initiatives Support Services. *Complete written proposal submissions, including an electronic copy on compact disk (CD) are required.* In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be "Best Value to the FAA."

(e) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will be given three working days from receipt of the award notification to request a debriefing. Written requests for debriefing shall be timely and be provided to the PCO. FAA will respond in writing to written requests received from offeror's concerning award information at debriefing.

(g) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The

offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.2 Electronic Reference Documents:

All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at <http://faaco.faa.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

L.3 Organization/Number of Copies/Page Limits:

The offeror shall submit the proposal as set forth in the Proposal Organization Table (Table L.3 below). The titles and contents of the volumes shall be defined in this table, all of which shall be within the required page limits and with the number of copies as specified in Table L.3. The attachments identified in the table shall be separately bound in three-ring, loose-leaf binders, as necessary. The contents of each proposal volume are described in the ITO paragraph as noted in the table below.

Table L.3 Proposal Organization

VOLUME	ITO PARAGRAPH NUMBER	VOLUME TITLE	COPIES	PAGE LIMIT
I	L.4	Executive Summary -Business Declaration form -Contract Documentation	CD, Original & 1 Copies	3 pages (Exec Summary only) No Limit for the Rest
II	*L.5	Business Approach/Strategy -Sub-Factor Plans -Key Personnel **Resumes	CD, Original & 5 Copies	50 Pages
III	L.6	Past Performance	CD, Originals & 3 Copies	None
IV	L.7	Cost/Price	CD, Original & 2 Copies IBM Compatible Format	None

*No reference shall be made to price/costs in Volume II.

**Resumes are not included in page count.

3.1 Page Limitations:

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be returned to the offeror as soon as practicable. If discussions are held and letter responses are requested, page limitations may be specified for those responses.

3.2 Cost or Pricing Information:

All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal and Contract Documentation Volumes. Cost trade-off information, and work-hour estimates may be used in other volumes only as appropriate for presenting rationale for alternatives decisions.

3.3 Cross Referencing:

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation, which is not found in its designated volume, will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is not permitted.

3.4 Indexing:

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

3.5 Glossary of Abbreviations and Acronyms:

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

3.6 Page Size and Format:

a. A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than 10 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1-inch margins on the top and bottom and ¾ inch side margins. Pages shall be numbered sequentially by volume.

b. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inch in size. Foldout pages shall fold entirely within the volume. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than 8 point.

3.7 Binding and Labeling:

Each volume of the proposal should be separately bound in a three-ring loose-leaf binder, which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall identify each book, clearly marked as to volume number, title, copy number, solicitation identification, the offeror's name and cage code. The same identifying data should be placed on the spine of each binder. All unclassified document binders shall have a color other than red or other applicable security designation colors. Be sure to apply all appropriate markings including those prescribed in accordance with AMS 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004), or Proposal Information and Source Selection Information.

3.8 Distribution:

The "original" proposal shall be identified. Proposals shall be addressed to the Contracting Officer and mailed to: Multi-Purpose Building, Room 313, 6500 South MacArthur Boulevard, P.O. Box 25082, Oklahoma City, OK 73125-4933.

3.9 Electronic Offers:

For electronic copies, submit the proposal on IBM-compatible, virus-free CD-ROMs, in either Portable Document Format PDF) or Microsoft Office 2000 format. If files are compressed, the necessary decompression program must be included. Each CD shall be properly labeled with volumes, file names, brief description, data restrictions, and cross-references. Use separate files to permit rapid location of all items, including exhibits, annexes and attachments, if any. There is no limit to the number of files or CDs

that can be submitted, as long as the page requirements of the proposal are met. The paper and electronic copies shall be identical in all respects. The paper copy will be the precedent if there are discrepancies between the two. The Offeror shall provide a listing of the file names and the content of each file.

3.10 Volume Organization:

The Business Approach/Strategy, Past Performance, Cost/Price volume shall be organized according to the following general outline:

Each Volume II through IV shall contain the following:

Table of Contents

List of Figures and Tables

Glossary of Key Words and Acronyms

Cross-Reference Matrix where applicable

List of Drawings (if applicable)

Volume I: Executive Summary

(1) Business Declaration Form

(2) Contract Documentation (Entire SIR filled out (A-K) and proper signature)

Volume II: FACTOR ONE – BUSINESS APPROACH/STRATEGY

(1) Sub-factor 1.1—Program Management / Supervision Plan

(2) Sub-factor 1.2—Knowledge and Expertise

(3) Sub-factor 1.3—Quality Control Plan

(4) Sub-Factor 1.4 –Key Personnel / Resumes

Volume III: FACTOR TWO – PAST PERFORMANCE AND EXPERIENCE

Volume IV: FACTOR THREE – COST/PRICE

L.4 VOLUME I – Executive Summary

In the executive summary volume, the offeror shall provide the following information:

4.1 Narrative Summary:

Include a concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section M evaluation factors/sub-factors. Any summary material presented here shall not be considered as meeting the requirements for any portion(s) of other volumes of the proposal.

4.2 Business Declaration Form:

Include this form as an attachment to the Narrative Summary.

4.3 Table of Contents:

The offeror shall include a master table of contents of the entire proposal. Also, please make sure the Business Declaration Form is filled out completely.

4.4 Contract Documentation:

4.4.1 Model Contract/Representations and Certifications:

The purpose of this volume is also to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the SF-33 SIR, and Sections A through K. This includes:

4.4.2. Section A - Solicitation/Contract Form (SF 33): Completion of blocks 12, 13, 14, (if applicable) and signature and date for blocks 15, 16, 17 and 18 of the SF 33. Signature by the offeror on the SF 33 constitutes an offer, which the Government may accept. Ensure that all fill-ins are completed in their entirety. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes.

4.4.3. Section B – SIR Supplies or Services and Costs/Prices: Completed pricing information in the schedule B of the model contract and Volume IV, Contract Documentation.

4.4.4 Section K - Representations, Certifications, and Other Statements of Offerors: Completed representations, certifications, acknowledgments Business Declaration Form and statements, including signatures and dates where appropriate. Central Contractor Registration (CCR) is required.

4.4.5 Exceptions to Solicitation Requirements:

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 4.4.5.

SAMPLE - TABLE 4.4.5 SOLICITATION EXCEPTIONS			
SOLICITATION Document	Paragraph/ Page	Requirement/ Portion	Rationale
SOW, SIR, ITO, etc.	Applicable Page and Paragraph Numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement can/will not be met

4.5. Other Information Required:

4.5.1 Authorized Offeror Personnel: Provide the name, title, email and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

4.5.2 Associate Contractor Agreements (Formal Teaming Agreements): Include if applicable.

L.5 VOLUME II – Business Approach/Strategy and Sub-Factor Plans

5.1 General:

The Business Approach/Strategy should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Business Approach/Strategy Factor and sub-factors as defined in Section M. Using the instructions below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these factors, sub-factors and

components. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

5.2 Format and Specific Content:

5.2.1 FACTOR 1 – BUSINESS APPROACH/STRATEGY:

The Business Approach/Strategy should demonstrate adequate methodology on how the offeror will meet the requirements of the NextGen Initiatives Support Services Contract SOW. The business approach/strategy should include at a minimum an overall methodology of how the offeror will manage customer needs, finances, innovation and processes. The proposal must describe in detail a sound and rational approach to meet the FAA's requirements and demonstrate a clear understanding of the SOW requirements.

a. Sub-factor 1.1 – Program Management/Supervision Plan

The Program Management/Supervision Plan shall demonstrate the degree to which the offeror addresses an integrated, thoughtful, and effective approach for properly managing the work to be performed under this contract to include the following sub-elements: Personnel Management, Relationships with other Organizations, Performance and Earned Value Management, subcontracting/teaming strategy, and Cost Management as described/identified in Section L.

b. Sub-factor 1.2 –Knowledge and Expertise:

Offerors shall present their understanding of and experience with each of the support services tasks identified in Section C of the Statement of Work and summarized as follows:

- Safety Management Systems (Paragraph 5.1)
- Surveillance and Broadcast Services Support (Paragraph 5.2)
- Performance and Satellite Based Navigation Support (Paragraph 5.3)
- Aeronautical Communications Support (Paragraph 5.4)
- Aviation Weather Support (Paragraph 5.5)
- Enhanced Vision Systems Support (Paragraph 5.6)
- International Program Support (Paragraph 5.7)
- All Weather Operations Support (Paragraph 5.8)
- Administrative Support (Paragraph 5.9)

c. Sub-factor 1.3 – Quality Control Plan

The proposal shall describe the offeror's plan to provide Quality Assurance to meet the requirements of the NextGen SOW as outlined in paragraph 20.0.

d. Sub-factor 1.4 – Key Personnel/Resumes

The proposal shall supply adequate details/resumes regarding contractor personnel that are identified as Key Personnel in accordance with AMS Clause 3.8.2-17 Key Personnel and Facilities and meeting the requirements of the Statement of Work. The proposal also supplies adequate details regarding contractor Key personnel that are capable of providing the knowledge, skills, experience, and sufficient corporate authority to lead, manage, plan, execute, and control activities on a daily basis.

5.2.2 If the teaming arrangement involves a subcontractor who wants to subcontract to more than one prime contractor or involves a prime contractor who wants to participate as both a prime and a subcontractor, describe your plan for mitigating any conflict of interest or restraint of competition, or the appearance of the same. (Note: Offeror to provide this information with their Past Performance Volume in accordance with paragraph L.6)

L.6 VOLUME III – Past Performance

A distinction is made between past performance and experience. Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the SOW.

(a) The offeror shall submit a list of relevant past and present contracts performed for Federal, State, Local Governments or commercial sources within the past three (3) years, involving effort of same or similar complexity, magnitude, and level. At least 6 months of performance must have been completed within the last three (3) years. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Information submitted shall include the information in paragraphs below:

Administrative Data:

- i) Offeror's company/division name
- ii) Program title, if applicable
- iii) Contracting agency/private company
- iv) Contract number
- v) Brief description of the contract effort
- vi) Type of contract – Fixed Price, Time and materials, etc., and dollar amount of the contract, including modifications
- vii) Period of performance
- viii) Identify any contract discrepancy reports issued against the contract and how they were resolved
- ix) Name, address, telephone number, and email address of the government program manager, ACO, or PCO (if a government effort), or the contract manager or other point of contact of the referenced effort.

(b) Specific Content: Offerors are required to explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievement or explain past efforts to identify and manage problems. Offerors may include any information not previously covered that will enhance the evaluator's understanding of the proposed operation and qualifications.

Offerors are encouraged to provide points of contact who are willing to complete and return a past performance questionnaire that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of the past performance write-ups. Offerors must submit no less than three (3) valid references. Offerors that are submitting under a Teaming Agreement must submit past performance information for the Sub-Contractor as well. In addition, offerors are advised that the government reserves the right to obtain information about other contracts not mentioned in the offeror's proposal, but which are believed to be similar to the proposed effort.

The questionnaire will address performance in the following areas: quality/timeliness of service, cost control, business relations - effective management, customer satisfaction, and integrity.

Offerors without a record of relevant experience/past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a “Neutral/Unknown Confidence” rating for the Past Performance factor.

6.1 Early Proposal Information:

The Offeror is requested to submit the Past Performance Volume ten (10) calendar days prior to close of the SIR (see Table L.3) to the Contracting Officer at the address specified in the solicitation for proposal submission. Failure to submit early information will not result in Offeror disqualification.

6.2 Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources.

6.3 Organizational Structure Change History:

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. A pamphlet or other commercial document describing such reorganizations may suffice. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources

L.7 VOLUME IV – Cost/Price Proposal

7.1 Cost/price information should address the Offeror's estimated price with detail to allow visibility of rates applicable to each CLIN. Each offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN) for the base year and each option year.

7.2 Cost/Price Reasonableness and Realism: These instructions are to assist you in submitting information other than cost or pricing data that is required to evaluate the reasonableness of your proposed cost/price. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal. Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic proposal. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the offeror.

7.3 Information Other Than Cost or Pricing Data Requirements:

In accordance with AMS 3.2.2.3-39, information other than cost or pricing data may be required to support price reasonableness. Information shall be provided in accordance with AMS 3.3.2. If after receipt of proposals, the CO determines that there is insufficient information available to determine price reasonableness and none of the exceptions in Procurement Guidance T3.2.3 apply, the Offeror shall be required to submit cost or pricing data. Recent DCMA audits shall be included in the Cost Price volume.

7.4 Submit a schedule showing proposed labor rates by year (Base plus all Option Years). This schedule is to include (but separately identify) prime contractor, subcontractor, etc., (if applicable) for the Base Year and all Option Years. Teaming Arrangements and submittal of rates for each "partner/subcontractor" providing 25% or more of the effort is required for the base year and all option years.

7.5 Submission of Cost/Price Models:

The offeror is requested to submit an electronically encoded model in support of their proposed price. Any cost/price model submitted must be consistent with your approved estimating system and must duplicate the logic and mathematical formulas reflected in the paper copy of your proposal. The Cost/Price model shall reflect the composite hourly rates at the CLIN level for base and all option years. The composite rate build up shall demonstrate the proposed direct hourly rate, overhead, G&A, profit, etc., for the base year and all option years. Do not lock or protect these models.

7.6 Financial Capability: Offeror shall provide proof of the ability to cover \$5,000,000 associated with this contract to allow time for invoicing and paying of invoices at the start of the contract. This may be a copy of a letter of credit, loan, or a letter from a bank stating your financial capability.

7.7 Total Proposed Price: All offerors shall show their total over all proposed price for this requirement that includes the base year and all option periods. Offerors shall use the estimated number of positions per location (attachment 2 of the SIR) to derive at the total estimated price for the Labor Hour CLINS and 1880 hours.

Data file should be .xls file format (MS-Excel 2000 or later) compatible format.

L.8 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

L.9 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.10 SMALL AND DISADVANTAGED BUSINESS NOTIFICATION

"This Notice is for informational purposes for Minority, Women-Owned and Disadvantaged Business Enterprises. The Department of Transportation (DOT), Office of Small and Disadvantaged Business Utilization, has a program to assist small businesses, small businesses owned and controlled by a socially and economically disadvantaged individuals, and women-owned concerns to acquire short-term working capital assistance for transportation-related contracts. Loans are available under the DOT Short Term Lending Program (STLP) at prime interest rates to provide accounts receivable financing. The maximum line of credit is \$500,000. For further information and applicable forms concerning the STLP, call the OSDBU at (800) 532 1169."

NOTE: Vendors are advised that any and all cost incurred in the preparation and/or submission of a proposal in response to this solicitation or its resultant task order is at the risk of the contractor. The FAA shall not reimburse contractors for any costs incurred in the course of proposal preparation.

L.11 PRICE PROPOSAL REQUIREMENTS (SEP 2007)

CLA. 0110

- (a) Unless an exemption as described in AMS 3.2.2.3-39, Requirements for Cost or Pricing Data or Other Information—Modifications, is claimed and supported, the offeror is requested to provide cost and pricing data for each contract line item number (CLIN) summarized by contract period and also summarized at the total contract level. Cost and pricing data must be provided in sufficient detail for analysis and possible audit by the Defense Contract Audit Agency (DCAA). For purposes of this solicitation, cost and pricing data is defined in the Federal Aviation Administration (FAA) Acquisition Management System (AMS) Procurement Guidance at T3.2.3, Appendix D. The data submitted shall include, as a minimum, in spreadsheet format with the costs properly totaled and extended, the following:

- (i) Direct Labor Rates and Hours by Labor Category
- (ii) Labor Burden and Overhead Rates/Costs
- (iii) Direct Materials-Costs-Kinds, Quantities
- (iv) Material Overhead/Handling Charges
- (v) Other Direct Costs by Kinds and Quantities
- (vi) Corporate Overhead (General and Administrative Costs)
- (vii) Facilities Capital Cost of Money (If applicable)
- (viii) Profit/Fee

(b) For each of the above cost elements, the offeror shall provide the basis of the estimate, the estimating rationale, and methodology of the estimate to include projections from known factors to the estimates. The FAA is not governed by the Federal Acquisition Regulation (FAR); however the FAR may be used for guidance. Further details on submission of a cost proposal are contained in the FAR 15.408, Table 15-2.

(c) The contracting officer may require the offeror to submit subcontractor's cost or pricing data if it is considered necessary for adequately pricing the prime contract. If the subcontract effort is significant, (e.g., in excess of \$500,000 for each subcontractor and more than 10% of the prime contractor's proposed price) the offeror's cost submission must include the results of the offeror's review and evaluation of all subcontract proposals. This review and evaluation must address how the subcontractor's cost/prices were determined fair and reasonable by the offeror.

L.12 COST INFORMATION (JAN 1997)

CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

L.13 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)
CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.14 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) **CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately

provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a Requirements type contract with a combination of firm fixed-price (FFP), labor hour and cost reimbursement pricing arrangements.

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

- 3.1.7-4 Organizational Conflict of Interest SIR Provision (March 2006)
- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-3 Affiliated Offerors (July 2004)
- 3.2.2.3-6 Submittals in the English Language (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (July 2004)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.3.1-30 Progress Payments Not Available (November 1997)
- 3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)

PART IV – SECTION M – EVALUATION FACTORS FOR AWARD

M.1 Source Selection General Information

a. Basis for Contract Award: This acquisition is issued under full and open competitive procedures. This acquisition will utilize AMS source selection procedures to make an integrated assessment for a best value award decision in accordance with AMS, *Source Selection Mandatory Procedures*. The Source Selection Official (SSO) will select the best overall offer, based on an integrated assessment of Business Approach/Strategy and Sub-Factor Plans, Past Performance and Price/Cost. A contract may be awarded to the Offeror who is deemed responsible in accordance with the AMS Regulation, as supplemented, whose proposal is responsive conforming to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and sub-factors to represent the best value to the Government.

In selecting the best value contractor, the Government may award to a higher-rated, higher-priced Offeror, where the decision is consistent with the evaluation factors and the Source Selection Official (SSO) reasonably determines that the technical superiority and/or overall business approach/strategy and/or superior past performance of the higher price Offeror outweighs the cost difference. To arrive at a source selection decision, the SSO will integrate the source selection team's evaluations of the factors and components described below. While the Government source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

As set forth in AMS 3.2.2.3-19 Contract Award (July 2004), the Government reserves the right to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Be advised that the competitive range, if required, may be reduced for purposes of efficiency pursuant to AMS 3.2.2.3.

Upon receipt of proposals, the Government will conduct an initial evaluation. The Government may conduct communications with offerors whose exclusion from or inclusion in the competitive range is uncertain. Communications shall not provide an opportunity for any offeror to revise its proposal.

b. Number of Contracts to be Awarded

The Government intends to select one contractor for this acquisition. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

c. Rejection of Unrealistic Offer

The Government may reject any proposal that is evaluated to be unreasonable or unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

d. Correction Potential of Proposal

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or uncertainty. The judgment of such "correction potential" is within the sole discretion of the Contracting Officer. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

e. Competitive Range Determination

During the evaluation process multiple competitive range determinations may be made that eliminate Offerors from the competition. A competitive range determination may eliminate Offerors based on their

initial proposal evaluation results, after discussions (if necessary), prior to issuance of the Final Proposal Revision request or for efficiency. If Offerors are excluded from the competitive range they may request a debriefing IAW AMS 3.2.2.3.

f. Best Value Determination

In arriving at a best value decision, the Government reserves the right to give positive consideration for performance in excess of threshold requirements, up to the objective requirements. The Government may give further positive consideration for performance in excess of the objective requirements.

M.2 Initial Screening Process

The Contracting Officer will initially screen all proposals for responsiveness (timeliness, completeness and adequacy). Only those proposals determined to be responsive through the initial screening process will be forwarded to the evaluation team for further consideration.

M.3 Evaluation Factors

a. Evaluation Factors and Sub-factors and Order of Importance

The following evaluation factors and sub-factors will be used to evaluate each proposal. Award will be made to the Offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors, sub-factors and components described below. Following is a breakdown of evaluation factors, sub-factors and components. Within the Business Approach/Strategy Factor, the Sub-factors are ranked in descending order of importance as follows:

FACTOR 1: BUSINESS APPROACH/STRATEGY

SUBFACTORS:

- 1.1—Program Management/Supervision Plan
- 1.2—Knowledge and Expertise
- 1.3—Quality Control Plan
- 1.4—Key Personnel/Resumes

FACTOR 2: PAST PERFORMANCE

FACTOR 3: COST/PRICE

b. Order of Importance for Evaluation Factors:

The FAA will evaluate Factors 1, 2, and, 3 where Factor 1, Business Approach/Strategy is significantly more important than Factor 2, Past Performance and Factor 3, Cost/Price; while Factor 2, Past Performance is more important than Factor 3, Cost/Price.

c. Evaluation of Business Approach/Strategy – Factor 1 Sub Factors:

The Business Approach/Strategy evaluation provides an assessment of the Offeror's capability to satisfy the Government's requirements. Each Business Approach/Strategy sub-factor will receive one of the numerical ratings described below in the rating scale. They focus on the strengths, weaknesses, and deficiencies of the Offeror's proposal.

FACTOR 1 - BUSINESS APPROACH/STRATEGY RATING SCALE

4.0 Outstanding: All aspects of the evaluation factor are addressed in an extremely competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner that far exceeds an acceptable level. Initial submittals, along with additional material submitted, demonstrate that performance can be provided in an outstanding manner. Weaknesses are not evident to any degree. The proposal includes the resumes of the key personnel which significantly exceed all the requirements for Senior Program Manager and Project Manager labor categories.

3.0 Excellent: All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner that far exceeds an acceptable level. Initial submittals, along with additional material submitted, demonstrate that performance can be provided at a level above average requirements. Weaknesses, if evident, are insignificant. The proposal includes the resumes of the key personnel which exceed all the requirements for Senior Program Manager and Project Manager labor categories.

2.0 Good: All aspects of the evaluation factor are addressed in a very competent and logical fashion. Performance capability is determined to be acceptable so that all requirements can be met. Any weaknesses will not seriously degrade performance and can be corrected with minor effort. The proposal includes the resumes of the key personnel which meet all the requirements for Senior Program Manager and Project Manager labor categories.

1.0 Fair: Most aspects of the evaluation factor are addressed. Information provided demonstrated that only minimum acceptable requirements could be fully met. There is some concern that a satisfactory performance level can be achieved or sustained. Weaknesses or deficiencies are evident and may require considerable effort to correct. The proposal includes the resumes of the key personnel which meet some of the requirements for Senior Program Manager and Project Manager labor categories.

0.0 Unsatisfactory: Fails to address key aspects of the evaluation factor. Information provided indicates that minimum requirements cannot be met. Weaknesses or deficiencies are considered significant and will require major corrections. The proposal does not include the resumes of the key personnel or the proposal does not include the resumes of the key personnel that meet the requirements for Senior Program Manager and Project Manager labor categories.

The following will be evaluated in the Business Approach/Strategy Volume:

Factor 1, Business Approach/Strategy, will be evaluated and scored based on the offeror's response to Sub-Factors 1.1 through 1.4 as identified below. The Sub-Factors are listed in descending order of importance.

Sub-Factor 1.1 – Program Management/Supervision Plan
Sub-Factor 1.2 – Knowledge and Expertise
Sub-Factor 1.3 – Quality Control Plan
Sub-Factor 1.4 – Key Personnel / Resumes

- **Sub-Factor 1.1 – Program Management/Supervision Plan:**

The Program Management/Supervision Plan will be evaluated as to the degree to which the offeror addresses an integrated, thoughtful, and effective approach for properly managing the work to be performed under this contract to include the following sub-elements: Personnel

Management, Relationships with other Organizations, Performance Management, subcontracting/teaming strategy, and Cost Management as described/identified in Section L.

- **Sub- Factor 1.2 – Knowledge and Expertise:**

The offeror will be evaluated on the degree to which they demonstrate the knowledge and expertise to provide the required support services for each task area detailed in Section C of the SOW and summarized below:

1. Safety Management Systems (Paragraph 5.1)
2. Surveillance and Broadcast Services Support (Paragraph 5.2)
3. Performance and Satellite Based Navigation Support (Paragraph 5.3)
4. Aeronautical Communications Support (Paragraph 5.4)
5. Aviation Weather Support (Paragraph 5.5)
6. Enhanced Vision Systems Support (Paragraph 5.6)
7. International Program Support (Paragraph 5.7)
8. All Weather Operations Support (Paragraph 5.8)
9. Administrative Support (Paragraph 5.9)

- **Sub-Factor 1.3 – Quality Control Plan:**

The offeror's Quality Control Plan describes the inspection system for the requested services for each task area detailed in Section C of the SOW and summarized below:

1. Safety Management Systems (Paragraph 5.1)
2. Surveillance and Broadcast Services Support (Paragraph 5.2)
3. Performance and Satellite Based Navigation Support (Paragraph 5.3)
4. Aeronautical Communications Support (Paragraph 5.4)
5. Aviation Weather Support (Paragraph 5.5)
6. Enhanced Vision Systems Support (Paragraph 5.6)
7. International Program Support (Paragraph 5.7)
8. All Weather Operations Support (Paragraph 5.8)
9. Administrative Support (Paragraph 5.9)

The offeror's Quality Control Plan identifies procedures to identify, prevent, and ensure non-recurrence of defective services.

- **Sub-Factor 1.4 – Key Personnel/Resumes:**

The offeror will be evaluated as to the degree to which the qualifications of key personnel's educational backgrounds, credentials, and work-related experience meet the requirements contained in the SOW. Experience includes the number of personnel supervised as well as their roles, duties and responsibilities in previous or current projects of a similar nature as described/identified in Section L. The offeror shall provide resumes for key personnel (Senior Program Manager and Project Manager, and Task Manager).

Factor 2 – Past Performance - The Past Performance evaluation assesses the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs, while controlling cost and schedule, based on a demonstrated record of performance.

1) Evaluation Process - The Past Performance evaluation considers the offeror's demonstrated record of performance in providing products and services that meet users' needs. Performance confidence is

assessed at the overall Past Performance factor level after evaluating aspects of the offeror's recent past performance, focusing on performance that is relevant to the Business Approach/Strategy and sub-factors. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources, such as the Contractor Performance System (CPS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources. The Government will evaluate each offeror's proposal for Past Performance, to determine the acceptability of the offeror's Past Performance. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the Technical factor/sub factors. Key to effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror's current/past performance and experience will include, as applicable the extent of its subcontractor(s)/teaming partner(s). The FAA may use the data provided by other sources in assessing risk associated with past performance and experience.

The following criteria may assist in the Evaluation Team's determination of relevancy:

Very Relevant - Involved the magnitude of effort and complexities that are essentially what the SIR requires and are currently ongoing or were completed within the last three years.

Relevant - Involved less magnitude of complexities, including most of what this SIR requires and was completed within the last three years.

Semi-Relevant - Involved much less magnitude of effort and complexities, including some of what this SIR requires and was completed within the last three years.

Non-Relevant - Did not involve any aspects of the above.

In determining relevance, consideration will be given to the degree of requirement similarity. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers. As a result of an analysis of those risks and strengths identified, each offeror will receive an integrated Performance Confidence Assessment, which is the rating of the Past Performance factor. Although the past performance evaluation focuses on performance that is relevant to the technical subfactors, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of contractor performance.

The Government will evaluate the offerors' past performance and Evaluators will utilize the five sub-factors listed below, to inquire about the offeror's past performance in each of the above listed three factors. In the investigation of an offeror's past performance the Government will contact former customers and Government agencies, and other private and public sources of information. Evaluators will utilize the a Past Performance Questionnaire, which contains multiple questions addressing each of the following five sub-factors:

Sub-factor 2.1 – Quality and timeliness of Service

Sub-factor 2.2 – Cost Control

Sub-factor 2.3 – Business Relations – Effective Management

Sub-factor 2.4 – Customer Satisfaction

Sub-factor 2.5 – Integrity

Based on the information received from references, the PPET will assign one of the following ratings for the above sub factors:

Highly Acceptable, offeror's performance exceeded the requirements of the contract significantly.

Acceptable, offerors performance met and/or surpassed the minimum requirements,

Marginally Acceptable, offeror's performance met some but not all of the minimum requirements.

Unacceptable, offeror's performance failed to meet a majority of the minimum requirements.

These ratings will then be used to establish the sub-factor ratings, which will be averaged to establish the factor level ratings for each of the references.

2) Summarized Past Performance Rating:

In rating an offerors' Past Performance, an offeror must receive all sub-factor ratings of Acceptable to receive an Acceptable rating for its corresponding factor. Any Marginally Acceptable sub-factor rating or Unacceptable sub-factor rating will cause the corresponding factor rating to be Marginally Acceptable or Unacceptable for that reference. Offerors with marginally acceptable or unacceptable ratings may be given the opportunity to provide clarifications concerning the adverse information. Offerors must either provide the required past performance information in accordance with Section L, or affirmatively state that it possesses no relevant, directly related, or similar past performance. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance, but will be given a Neutral/Unknown rating. Upon the evaluation of the surveys and the rating of each offerors past performance as described above, the offeror will be assigned a final overall past performance confidence rating based on the following system:

High Confidence: Evaluated that absolutely no doubt exists that the offeror will successfully perform the required effort. No Government oversight is expected to be required in achieving the proposed level of performance. Offeror must have received Acceptable or higher rating for all Past Performance factors.

Significant Confidence: Evaluated that with a certainty, that the offeror will successfully perform the required effort. Little Government oversight is expected to be required in achieving the proposed level of performance. All of the subfactor ratings are Acceptable.

Confidence: Evaluated that the offeror can successfully perform the required effort. Some Government oversight will probably be required to meet the contract requirement. Two factor ratings of Acceptable with no more than one subfactor rated as Unknown/Neutral.

Little Confidence: Substantial doubt exists that the offeror will successfully perform the required effort. Substantial Government oversight or intervention is expected to be required to meet the contract requirements. Changes to the offeror's existing approach may be necessary in order to achieve contract requirements. A majority of the subfactor ratings are established as Neutral/Unknown.

No Confidence: Extreme doubt exists that the offeror will successfully perform the required effort. Regardless of the degree of Government oversight or intervention, successful performance is doubtful. Any subfactor ratings of Unacceptable will result in an overall rating of No Confidence.

To be eligible for contract award, an offeror must have an overall confidence rating for past performance of either Confidence, Significant Confidence, or High Confidence. A past performance rating of Little Confidence or No Confidence will eliminate the offeror from consideration for contract award.

Factor 3 - Cost/Price Evaluation – The Cost/Price proposals will be evaluated by the Government Price/Cost Evaluation Team for evaluation of each proposal for cost realism and reasonableness. The Offeror's cost/price proposal for Contract Line Items 0001, 0002, 0003, 0004, and all corresponding Option Year CLINS shall represent the actual quantity times the unit price for the specific CLIN in order to arrive at a total fixed price per CLIN. The breakdown of labor rates used to establish the fixed price CLIN shall be evaluated in terms of the direct labor rate, overhead, G&A, profit, and any other costs provided for within that fixed price rate for each CLIN referenced above.

The Offeror's cost/price proposal for CLINs 0007 & 0008 and all corresponding Option Year CLINS shall represent the estimated annual requirements (1880 est. hours) times estimated quantities cited for each Service Areas Onsite AND offsite as shown in Attachment 2, multiplied by the hourly composite rate for each CLIN in order to arrive at an estimated total price per CLIN. (See paragraph L7.5 for pricing model instructions.) The same evaluation methodology will apply to all option periods.

The Offeror's total proposed price will be calculated as the sum of all CLINs utilizing the methodology described above, including the Government's estimated total dollars provided for travel CLIN's for the base and all option years. Evaluation of options shall not obligate the Government to exercise the option(s). The Government may determine that an offer is unacceptable if prices are significantly unbalanced. The cost/price proposal will not be scored although the volume will be ranked among offerors.

The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

1. Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in *Section L, Provision L.3, Paragraph (f)*.
2. Reasonableness – Price analysis will be performed to determine the reasonableness of the offeror's price proposal. Reasonableness will be based on the total cost/price.
3. Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.
4. Unrealistically Low Costs or Prices: Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.
5. Unbalanced Pricing: Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk, and could result in payment of unreasonable high prices. Unbalanced pricing exists when, despite an acceptable total evaluation price, the price of one or more CLINs is significantly over or under as indicated by the application of cost or price analysis techniques. The Government may analyze offers to determine whether they are unbalanced with respect to separately priced line item. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

Overall Performance/Proposal Risk Assessment – Risks identified by the Government evaluation teams and/or the SSO during the evaluation of the proposals will generally be assessed as a performance risk and/or a proposal risk.

- Performance risk assessment will result from the Government's level of confidence that the offeror will be able to successfully perform the contract requirements based on the offeror's past performance record.
- Proposal risk assessment will result from the Government's confidence in the offeror's proposed approach and any proposal weaknesses identified therein that may result in the potential to cause disruption of schedule, increase in cost, or degradation of performance. This assessment will also include the level of effort by the contractor and the level of Government monitoring in order to minimize any difficulties during contract performance as identified through the Government's evaluation of the proposal.

Discussions

It is the Government's intent to award without discussions, therefore, it is imperative that offeror's submit their best terms initially. However, if during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to those discussions will be considered in making the source selection decision.

M.4 Solicitation Requirements, Terms, and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or sub-factors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.

M.5 Evaluation of Offerors for Single Award (July 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

3.2.4-31 Evaluation of Options (April 1996)